B 27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

In re Ri	chard Henderson ,			12 55350	
	Debtor			Case No. 13-55359 Chapter 7	
	REAFFIRM	MATION AGR	EEM	ENT COVER SHEET	
	orm must be completed in its e et under Rule 4008. It may be				ttached, within the
1.	Creditor's Name: FreedomRo	ad Financial			
2.	Amount of the debt subject to \$ 3,493.38 on the date of \$ 3,493.38		_	eement: . <u>.38</u> to be paid under reaffirm	ation agreement
3.	Annual percentage rate of int 8.50 % under reaffirmation	terest: $8.50 9$ n agreement (\checkmark	6 prior Fixed	to bankruptcy I Rate Adjustable Rate)	
4.	Repayment terms (if fixed ra	te): \$ <u>122.13</u> pe	r mon	th for months	
5.	Collateral, if any, securing the Description: 2006 Triumph Ti				
	Does the creditor assert that to attach a declaration setting for chargeable.)				on that the debt is
Debt	or's Schedule I and J Entries	s		or's Income and Expenses ated on Reaffirmation Agre	eement
7A.	Total monthly income from Schedule I, line 16	<u>\$ 2,197.83</u>	7B.	Monthly income from all sources after payroll deduct	\$ <u>2,197.83</u> ions
8A.	Total monthly expenses from Schedule J, line 18	\$ <u>3,322.00</u>	8B.	Monthly expenses	\$ <u>3322.0</u> 0
9A.	Total monthly payments on reaffirmed debts not listed on Schedule J		9B. 7	Total monthly payments on reaffirmed debts not include monthly expenses	\$ 0.00 ed in
			10B.	Net monthly income (Subtract sum of lines 8B ar line 7B. If total is less than number in brackets.)	

B27 (Official Form 27) (12/09) Explain with specificity any difference between the income amounts (7A and 7B): 11. Explain with specificity any difference between the expense amounts (8A and 8B): If line 11 or12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct. Signature of Joint Debtor (if applicable, and only Signature of Debtor (only required if required if line 11 or 12 is completed) line 11 or 12 is completed) **Other Information** Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: The Debtor has reduced expenses. Was debtor represented by counsel during the course of negotiating this reaffirmation agreement? If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement? No FILER'S CERTIFICATION I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet. Signature Nichlas P. Spallas Print/Type Name & Signer's Relation to Case

Save As...

Print

Page 2

B240A (Form B240A) (04/10)

Check one.
Presumption of Undue Hardship
No Presumption of Undue Hardship
See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

In re Richard Henderson ,	Case No. <u>13-55359</u>
Debtor	Chapter 7
REAFFIRMATION	ON DOCUMENTS
Name of Creditor: FreedomRoa	d Financial
Check this box if Creditor is a Credit	Union
PART I. REAFFIRMATION AGREEMENT	
Reaffirming a debt is a serious financial decision. B Agreement, you must review the important disclosurthis form.	
A. Brief description of the original agreement being re	eaffirmed: Promissory Note & Security Agreement
	For example, auto loan
B. AMOUNT REAFFIRMED: \$	3,493.38
The Amount Reaffirmed is the entire amount the unpaid principal, interest, and fees and costs (if which is the date of the Disclosure Statement po	any) arising on or before,
See the definition of "Amount Reaffirmed" in F	art V, Section C below.
C. The ANNUAL PERCENTAGE RATE applicable to	the Amount Reaffirmed is%.
See definition of "Annual Percentage Rate" in I	Part V, Section C below.
This is a (check one) Fixed rate	Variable rate
If the loan has a variable rate, the future interest rate madisclosed here.	ny increase or decrease from the Annual Percentage Rate

Case 13-55359-pwb Doc 12 Filed 04/17/13 Entered 04/17/13 17:35:30 Desc Main Page 4 of 12 Document

Page 2

B240A, Reaffirmation Documents D. Reaffirmation Agreement Repayment Terms (check and complete one): \$ per month for months starting on ____. Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. \$122.13/mo, until paid in full. Except as modified below, the terms of the attached Promissory Note and Security Agreement are hereby incorporated by reference. This reaffirmation agreement is void if the underlying security agreement is determined to be unenforceable or invalid by the Bankruptcy or other Court of competent jurisdiction E. Describe the collateral, if any, securing the debt: 2006 Triumph Tiger......4248 Description: \$ 5,645.00 Current Market Value F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above? Yes. What was the purchase price for the collateral? No. What was the amount of the original loan? G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement: Terms After Terms as of the Date of Bankruptcy Reaffirmation Balance due (including fees and costs) Annual Percentage Rate Monthly Payment Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT A. Were you represented by an attorney during the course of negotiating this agreement? Check one. B. Is the creditor a credit union? Yes Check one.

C. If v	your answer to	EITHER	question A	or B.	above is	"No,"	complete	1. and 2.	below
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- 1. Your present monthly income and expenses are:
 - a. Monthly income from all sources after payroll deductions (take-home pay plus any other income) \$2,197.83
 - b. Monthly expenses (including all reaffirmed debts except this one) \$ 3,199.8)
 - c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ 1.002.04
 - d. Amount of monthly payment required for this reaffirmed debt \$ 122.13

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and

responsibiliti	ies; and	
(5) I have receiv	ed a copy of this	completed and signed Reaffirmation Documents form.
SIGNATURE(S) (If this is	a joint Reaffirma	ation Agreement, both debtors must sign.):
Date $(4.9.1)$.	Signature	Debtor
Date	Signature	
		Joint Debtor, if any
Reaffirmation Agreement	t Terms Accepte	ed by Creditor:
Creditor FreedomRoad Finan	ncial, c/o CRG,	1790 E. River Rd., Ste. 101, Tucson, AZ 85718
Print Nan	ne	Address
Nichlas P. Spallas		4/12/13
Print Name of Rep	resentative	Signature Date
To be filed only if the I hereby certify that: (1) this this agreement does not impully advised the debtor of the agreement.	s agreement represent sose an undue har he legal effect and hardship has been	COR'S ATTORNEY (IF ANY) Inted the debtor during the course of negotiating this agreement. Resents a fully informed and voluntary agreement by the debtor; (2) ordship on the debtor or any dependent of the debtor; and (3) I have d consequences of this agreement and any default under this In established with respect to this agreement. In my opinion, fired payment.
Check box, if the presumptio Union.	on of undue hards	ship box is checked on page 1 and the creditor is not a Credit
Date 4.9.2013 Signatur	e of Debtor's Att	torney RL-Ko
Print Na	me of Debtor's A	attorney Rubert Kent

Reset Save As... Print

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. When will this Reaffirmation Agreement be effective?

- a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
 - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
 - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
- b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- 2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

C. DEFINITIONS

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

BIGZ COBS BARAGRO NO. / KINNAPAN Doc 12 Filed 04/17/13 Entered 04/17/13 17:35:30 PR IISSORY NOTE, DISCLOSURE e 13-55359-pwb SECURITY AGREEMENT FreedomRoad Financial A DIVISION OF EVERGREEN BANK GROUP BORROWER(S) REEDOM ADDRESS 3102 COSS PARYLL 2006 TRIUMPH ENDERSON, SCRIPTION OF MOTOR VEHICLE PURCHASED: New or Use For Which Purchased Vehicle Identification Number Make and Model Used MPersonal. 80 \$5952.93 \$1374.37 ☐ New 5MT 700FR 465264248 ☐ Business 💢 Used Blumph TRUTH-IN-LENDING DISCLOSURE Total of Payments ANNUAL PERCENTAGE FINANCE CHARGE Amount Financed The amount you will have paid after you have made all payments as scheduled. The amount of credit The dollar amount the RATE provided to you or on your behalf. 12/20/2010 The cost of your credit as a yearly rate. 응급 credit will cost you. 7327.80 *ଷ*୍ଟ (e) (e) e) means an estimate four payment schedule will be: When Payments are Due **Number of Payments** Amount of Payments Monthly Beginning (oQ 93 Security: You are giving Us a security interest in the Motor Vehicle being purchased. \$\cappa_{\text{.}} \cdot \c Prepayment Charge: If You pay off early, You will not have to pay a penalty; and will not be entitled to a refund of a part of the finance charge. See Your contract documents for any additional information about nonpayment, default, any required prepayment in full before the scheduled date, and prepayment republics. and prepayment penalties. \$0.00 **ITEMIZATION OF AMOUNT FINANCED** \$0.00 _ + Cash Downpayment \$. Your Trade-in is a _ A. To: Credit Insurance Company (single life)\$ <u>00</u> B. To: Credit Insurance Company (joint life)\$

2. Total Downpayment = Net Trade-in \$ _ 4. Amounts Paid to Others on Your Behalf: \$937.00 To: Public Officials For Title, License, Lien Fee and Registration Fees (Itemize) Other Charges (Identify Who Must Receive Payment and Describe Purpose) To: For Service Contract \$5982.93 For Debt Cancellation Coverage To: \$5952.93 To: 937.00(4) Total Other Charges and Amounts Paid to Others on Your Behalf 5. Prepaid Finance Charges: A. Loan Processing Fee Total Prepaid Finance Charges 5. Principal Amount (3 + 4 + 5) 7. Amount Financed (6 minus 5)

*Dealer may share in or receive a portion of these amounts.

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